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 11 GOOD TIMES RESTAURANTS, LLC AND
 12 THIRD PARTY DEFENDANT VIKRAM BHAMBRI

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UNITED STATES DISTRICT COURT

FOR THE NORTHERN DISTRICT OF CALIFORNIA

GOOD TIMES RESTAURANTS, LLC, a) **Case No. 3:21-cv-07688 AGT**
 California limited liability company,)
 Plaintiff,) **AMENDED NOTICE OF MOTION AND**
 v.) **MOTION OF COUNTER-DEFENDANT**
 SHINDIG HOSPITALITY GROUP LLC,) **GOOD TIMES, LLC AND THIRD-PARTY**
 an Illinois limited liability company; and) **DEFENDANT VIKRAM BHAMBRI TO**
 DOES 1-10,) **STRIKE ALLEGATIONS FROM THE**
 Defendant.) **COUNTERCLAIM AND THIRD-PARTY**
 SHINDIG HOSPITALITY GROUP LLC,) **COMPLAINT OF SHINDIG**
 an Illinois limited liability company) **HOSPITALITY GROUP, LLC**
 Counter-Plaintiff,)
 v.) Date: Friday, March 25, 2022
 GOOD TIMES RESTAURANTS, LLC, a) Time: 10:00 a.m.
 California limited liability company,) Courtroom: A – 15th Floor
 Counter-Defendant.) [The Honorable Alex G. Tse]

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 **PLEASE TAKE NOTICE** that on Friday, March 25, 2022 at 10:00 a.m., or as
 3 soon thereafter as the matter can be heard before the Honorable Alex G. Tse in
 4 Courtroom A, 15th Floor of the United States District Court for the Northern District of
 5 California, located at 450 Golden Gate Avenue, San Francisco, California 94102,
 6 counter-defendant Good Times Restaurant, LLC (“Good Times”) and Third Party
 7 defendant Vikram Bhambri (“Bhambri”) will and hereby do move to strike allegations
 8 contained in the Counterclaim and Third-Party complaint of Counterclaimant Shindig
 9 Hospitality Group, LLC (“Shindig”). In its pleading, Shindig characterizes its
 10 Counterclaim and Third-Party complaint collectively as the “Counterclaim.”

11 The Motion to Strike is made pursuant to Rule 12(f) of the Federal Rules of Civil
 12 Procedure because a number of the allegations in the Counterclaim concern injuries
 13 purportedly suffered by non-party Manish Mallick and Shindig. As such, the allegations
 14 are properly stricken because they are irrelevant, immaterial and impertinent to the issues
 15 in the Counterclaim and Third Party Complaint.

16 Similarly, the allegation that Good Times provided Shindig with undocumented
 17 employees as to whom Shindig was forced to pay them in cash is properly stricken
 18 because there is no legal basis for the allegation and it is therefore irrelevant, immaterial
 19 and impertinent.

20 The allegations in the Counterclaim to be stricken are:

21 1. The entirety of paragraph 17 of the Counterclaim which reads:

22 Relying on Bhambri’s representations, Mr. Mallick agreed and began taking steps
 23 to form a legal entity (Shindig), scout a location to open the bar and restaurant,
 and generate the funds needed to finance the opening of the restaurant.

24 2. The entirety of paragraph 18 of the Counterclaim which reads:

25 The parties agreed that the restaurant would operate under the name “ROOH” and
 26 serve progressive Indian food and Asian inspired cocktails (the “Restaurant”).

1 3. The portion of paragraph 22 of the Counterclaim which reads
2 having already invested approximately \$700,000.00 into the buildout and opening
3 of the Restaurant,

4 4. The entirety of paragraph 26 of the Counterclaim which reads:

5 As part of the terms of the Shindig Operating Agreement, Mr. Mallick would pay
6 an initial capital contribution of \$660,000.00. The remaining members would
7 each pay a capital contribution of \$110,000.00.

8 5. The portion of paragraph 29 of the Counterclaim which reads:

9 “Mr. Mallick paid all amounts to secure the Property out of his own funds.”

10 6. The entirety of paragraph 30 of the Counterclaim which reads:

11 Thereafter, Mr. Mallick spent significant time, money, and energy preparing the
12 Property to operate as a bar and restaurant.

13 7. The portion of paragraph 31 of the Counterclaim which reads:

14 “As a result, Mr. Mallick had no choice but to work extensively with third parties
15 to design and implement a space for the Restaurant.”

16 8. The entirety of paragraph 34 of the Counterclaim which reads:

17 “As a result, Mr. Mallick was forced to quit his own full-time job and take over
18 exclusive operation of the Restaurant due to continuous operational issues, only
19 some of which are described below.”

20 9. The portion of paragraph 45 of the Counterclaim which reads:

21 “Good Times engaged in improper labor practices by sending their employees
22 who were not legal to work at the Restaurant and forcing Shindig to pay the
23 employees in cash.”

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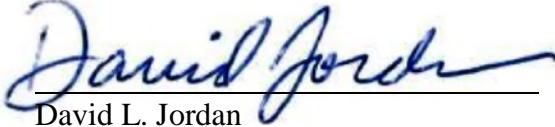
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1 The Motion to Strike (the “Motion”) is based on this Amended Notice of Motion
2 and Motion, the accompanying Memorandum of Points and Authorities in support of the
3 Motion; all pleadings on file in this matter and the arguments of counsel and all other
4 matters that may be presented to the Court at the time of the hearing of this Motion.

5 Dated: February 15, 2022

6 GORDON REES SCULLY MANSUKHANI, LLP

7 By: 

8 David L. Jordan

9 Edward Romero

10 Attorneys for PLAINTIFF AND COUNTER-
11 DEFENDANT GOOD TIMES RESTAURANTS,
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13 VIKRAM BHAMBRI

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CERTIFICATE OF SERVICE

I hereby certify that on February 15, 2022, I electronically transmitted the attached document to the Clerk's Office using the CM/ECF System for filing and transmittal of a Notice of Electronic Filing to the CM/ECF registrants.

/s/ David L. Jordan
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